



VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

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REQUEST FOR PROPOSALS

for

ESTATE MOUNT PLEASANT SUBDIVISION “MORNING GLORY RIDGE”

RFP 004-2023-STX

Issue date:

March 15, 2023

Submittal deadline:

April 19, 2023

Contact person:

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www.vihfa.gov/procurement/solicitation



Unlocking the Door to Affordable Housing

“CONFIDENTIAL SUBMISSION”

VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

RFP 004-2023-STX REQUEST FOR PROPOSALS ESTATE MOUNT PLEASANT SUBDIVISION

1.0 INTRODUCTION

The Virgin Islands Housing Finance Authority (“VIHFA”) is soliciting proposals from qualified and licensed United States Virgin Islands’ (“USVI”) General Construction Contractors (“Respondent”) to provide six (6) design-built, turn-key affordable single-family homes utilizing plots owned by the VIHFA in its existing “Morning Glory Ridge” subdivision located in Estate Mount Pleasant – West on St. Croix, USVI.

The VIHFA intends to award a contract to one (1) Respondent to build six (6) single family homes within the existing subdivision. The VIHFA is requesting a minimum of two (2) house plan layouts from each Respondent; one (1) 2 bedroom - 2 bath layout, one (1) 3 bedroom - 2 bath layout. The new home designs should take into account the topography and environment where the homes shall be constructed. Utilization of natural ventilation and creative shading of windows to prevent heat gain is encouraged.

The VIHFA has identified the six (6) plots in its subdivision for the construction of the homes (see **Attachment 1 for Mt. Pleasant Subdivision Map**). The Subdivision Map will highlight the six (6) selected plots set aside for this project. The plot numbers are: 2-6, 2-11, 2-13, 2-19, 2-33 and 2-37 of Estate Mount Pleasant.

2.0 SCOPE OF WORK

The selected Respondent will provide the following services:

Following the VIHFA’s selection of a Respondent’s proposal, the Selected Respondent shall proceed with the following Scopes of Work.

Design Phase:

Time Period: 45 calendar days, with weekly progress meetings.

The Selected Respondent shall prepare and provide to VIHFA all of the following:

1. Prepare professional topographical surveys for each plot with 1 – 2 ft contour lines.
2. Check, locate and or replace all plots boundary markers and maintain them for the duration of the project and until VIHFA or its client takes possession of the home.
3. Prepare a full set of Department of Planning and Natural Resources (“DPNR”) permit ready construction plans for each home/plot. Total of six (6) home plans to be prepared. Submit

the final design to VIHFA for final approval prior to submittal to DPNR. Upon VIHFA's written approval submit to DPNR for their review, approval and permitting. The plans must, at a minimum, meet the standards set forth in the **VIHFA's Affordable Housing Guidelines, Attachment 2**, current DPNR rules, regulations, all adopted building codes, national industry standards for each trade and or scope of work, and all other details outlined in this solicitation.

4. Provide one full size hardcopy with DPNR's approval stamp to VIHFA for each home.
5. Prepare proposed project schedule of values for VIHFA review.
6. Prepare an overall project schedule encompassing all six homes as well as milestone completion dates for the following milestones: cistern completion, floor slab complete, bond beam complete, roof complete, 80% complete (windows, doors, plastering and tile work/cabinets installed) and 100% completion.
7. Required Design Inclusions – The following items shall be included and or provided for in the final design:
 - a) All homes shall be designed to have a solar water heating system approved by the VI Energy Office and the Authority, in compliance with Act #7075. The system shall be included, with details and specifications, in the design. Minimum 80-gallon storage tank for two-bedroom homes and minimum 120-gallon storage tank for three-bedroom homes. The following other design considerations shall also be included and detailed in the design:
 - Roof shall be properly designed to accommodate the size, weight and anchoring of the solar water heating system.
 - Solar water system shall be properly anchored and secured to the roof.
 - Collectors shall be adequately sized. Minimum 36 SF of total combined area of collector(s).
 - Collectors shall be located and positioned on the roof to optimize performance.
 - Also, locate system on the roof to be as close as possible to the locations of the home which use the most hot water (e.g. kitchen and bathroom).
 - The storage tank shall include provisions to allow the homeowner to install a heating element for use during times when the system is not producing sufficient hot water. Rough in electrical shall be installed to make this installation addition easy for the homeowner, should they wish to install this at a later date.
 - The system shall include a means by which the user can adjust the maximum temperature of the water supply.
 - Fully insulate the hot water supply line from the tank to all points of use. Fully wrap the insulation with *Water Heater Installation Duct Tape*.
 - Ensure all roof penetrations are properly sealed and allow water to flow away from the penetrations.
 - The solar water heater shall be accompanied by a minimum 5-year manufacturer's warranty (collectors and water heater storage tank).

- b) Provide for connecting each home's water supply infrastructure to its designated VI Water and Power Authority ("WAPA") water meter. This work shall include all required pressure reducing valves, shutoff valves, valve boxes...etc. The design shall include the valves required to allow the homeowner to easily switch to and from cistern and WAPA water sources.
- c) Provide a 110V and 220V outlet behind the range location to accommodate the Owner's range preference.
- d) Kitchen and bathroom cabinets and countertops must meet the minimum standards set forth by the current Kitchen Cabinets Manufacturers Association (KCMA) standards. For information in this regard please visit: [A161.1 Quality Certification | KCMA](#)
- e) Final grading of the property shall provide for proper drainage and a have a minimum of 4" of fall in the first 10' perimeter around the home.
- f) Minimum 18" x 18" concrete pad for a 100 lb. gas tank. The location shall be a minimum of 3' away from any window or door.
- g) No untreated or pressed wood shall be permitted for use in the construction of these homes.
- h) Each home shall include a full-size cistern, with a minimum 10,000 gallon storage capacity.
- i) The homes on plots 2-6, 2-13, 2-19, 2-33 and 2-37 must be designed to connect the homes' sewer lines to the existing sewer lateral and infrastructure in the subdivision. The home on plot 2-11 may be designed with a septic system or connected to the existing sewer infrastructure (**see Attachment 3 – Mt. Pleasant Sewer As-Built**).

Construction Phase:

In addition to that which is described in the Bidding and Design Phases, the Selected Respondent shall:

1. Furnish all labor, tools, equipment, materials, supplies and services necessary to construct the specified six (6) homes on the selected plots with varying slopes within the DPNR permitted subdivision. It should be noted the subdivision lots each have different terrain. Construction of the homes shall be satisfactorily completed in accordance with all specifications outlined in this RFP, the associated construction drawings (to be developed by the selected respondent), and any other related contract documents.
2. The homes shall be designed and built in accordance with the Authority's Affordable Housing Development Guidelines.
3. The "Scope of Work" includes all site work necessary to meet or exceed the Authority's minimum standards found in the "Guidelines" for; site work, driveways, walkways, plot drainage and landscaping.
4. The home foundation designs shall be engineered properly for use in soils, terrain and general site conditions found at each home plot site.

5. Complete a pressure test on all water supply lines to ensure there are no leaks in any of the lines. The selected Respondent shall inform VIHFA's Construction Manager when each pressure test has been set up and provide sufficient time for inspection and monitoring.
6. Maintain a clean and tidy work site to include the general site landscaping.
7. Obtain approvals for connections to Public Utilities, and connect to existing services. All completed work shall be approved for use in writing from each respective Government Agency: WAPA and DPNR.
8. Request all DPNR progress inspections in writing and gain said approvals in writing. The selected Respondent shall inform the VIHFA's Construction Manager ("CM") assigned to the project of all inspection requests to provide a minimum of forty-eight (48) hours for VIHFA's inspection. All said DPNR inspection approval documents shall be submitted to VIHFA's CM within five (5) business days. If DPNR fails an inspection, the failed inspection shall also be communicated in writing to the VIHFA's CM within forty-eight (48) hours. Coordinate all progress and final inspections with VIHFA.
9. Create and maintain a detailed written record of all delays incurred on the project and share this information with the VIHFA's CM on a weekly basis.

Infrastructure available in our Mt. Pleasant subdivision includes access roads, sewer via Waste Management Authority with sewer laterals stubbed out to each plot and electrical power via overhead lines installed by the WAPA. Each plot is also set up with water meters for each plot to access WAPA's water supply infrastructure, therefore provisions for connecting each home to the water meter shall be provided. However, due to insufficient and unreliable water pressure in WAPA's water supply infrastructure in this area, each home shall also include a full-size cistern and provide a minimum 1/2 HP water pump with minimum 30-gallon pressure tank and a minimum whole house single cartridge water filtering system. Additionally, plumbing work shall provide valves required to switch to and from cistern and WAPA water supply services to the home.

2.1 CONTACT INFORMATION

The selected Respondent shall provide contact information for the purpose of facilitating and maintaining regular communication with VIHFA. This contact information shall include a minimum of a reliable company phone number and email address. The said contact information shall be monitored regularly and used to facilitate an open line of communication with the VIHFA. The selected Respondent will also be required to identify the name of the primary contact for the engagement.

The selected Respondent shall also select and maintain an experienced project foreman who will be responsible for coordinating the construction work to ensure compliance with the project requirements (plans, specifications, building codes, project directives, etc.) and proper order and process of construction work. The project foreman's mobile phone number and any other relevant contact information shall be provided to VIHFA and maintained in accordance with the above required company contact information.

3.0 QUALIFICATIONS

The VIHFA is seeking a Respondent, with substantial experience and success in construction of Single-Family Homes in the USVI. The selected Respondent must have experience constructing a minimum of five (5) homes in the past ten (10) years in the USVI. The selected Respondent must be able to adequately demonstrate their experience in construction.

4.0 STANDARDS OF CONDUCT

The selected Respondent shall be responsible for maintaining satisfactory professional standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity; and shall be responsible for taking disciplinary action with respect to any employee as may be necessary.

The selected Respondent shall protect all VIHFA's confidential information and is prohibited from misusing confidential and proprietary information. In the course of providing services to the VIHFA, the selected Respondent may receive certain information specific to VIHFA's clients or business associates. The maintenance of confidential and proprietary information in strict confidence and the confinement of its use to the VIHFA are of vital importance to the VIHFA.

5.0 CONFLICT OF INTEREST

A Respondent submitting a proposal hereby certifies that: no officer, agent or employee of VIHFA has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of the VIHFA; the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Respondent for the same Request for Proposals ("RFP"); and the Respondent is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

6.0 INDEMNIFICATION

To the extent permitted by law, the selected Respondent shall indemnify, hold harmless, and defend the Authority, its Board of Directors, agents, and employees, from and against any and all claims, demands, actions, liabilities, losses, costs, and expenses, including but not limited to reasonable attorneys and other fees, asserted by third parties ("Claims"), which claims are caused by or arise from the services performed by the Respondent in relation to the professional services provided to the VIHFA under contract.

7.0 TERM

The selected Respondent will be expected to execute VIHFA's standard contract. The VIHFA will contract for a period of **SEVEN HUNDRED SEVENTY-FIVE (775) calendar days from the Notice to Proceed**; 45 calendar days for the design phase and 730 calendar days for the Construction Phase. The VIHFA reserves the right to modify and/or terminate the contract if the selected Respondent fails to perform in a manner consistent with the terms of the contract. In addition, the VIHFA reserves the right to modify and/or terminate the contract if funding becomes unavailable.

8.0 LIQUIDATED DAMAGES

Should the selected Respondent fail to complete the scope of work according to the terms of the contract, the selected Respondent agrees to pay to the VIHFA, as liquidated damages, **\$500.00** for

each calendar day or portion thereof that the selected Respondent fails to commence or diligently perform the work in accordance with the contract documents and/or is in violation of the contract. The liquidated damages shall first be deducted from any contract monies due but not yet paid to the selected Respondent, to the extent available.

9.0 TERMINATION

Either party may terminate the parties' contract with or without cause with thirty **(30) calendar days** written notice to the other party before the effective date of such termination. The VIHFA may, by written notice, terminate the selected Respondent's services, in whole or in part, for failure of selected Respondent to perform its obligations under the parties' contract. In such event, the selected Respondent shall be liable for damages as authorized by law.

10.0 USE OF SUBCONTRACTORS

The VIHFA shall have a single Prime Contractor and that Prime Contractor shall be responsible for contract performance as specified in this RFP whether or not subcontractors are utilized. This general requirement notwithstanding, selected Respondent may enter into subcontractor arrangements. However, selected Respondent shall acknowledge in its RFP package total responsibility for the entire contract. If the selected Respondent intends to subcontract for portions of the work, the selected Respondent shall identify in its package any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. The documentation required of the Prime Contractor is also required for any subcontractor. The Prime Contractor shall be the single point of contact for all subcontract work. Every subcontract shall incorporate and follow the terms of the contract between the Prime Contractor and the VIHFA. Unless provided for in the contract with the VIHFA, the Prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the VIHFA.

11.0 RESPONDENT'S EXPENSES

The Respondents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the VIHFA, if any. The VIHFA will not be liable to any Respondent for any claims, costs or damages incurred by the Respondent in preparing the Proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

12.0 PAYMENT

The selected Respondent is responsible for preparation and submittal of an application for payment and invoice, based upon a mutually agreed Schedule of Values ("SOV"). Payments will be made for each home individually based on the SOV.

After the notice to proceed is issued, the contract payment will consist of up to 20% for mobilization, after which all subsequent payments will be based upon work in place. Further, a 10% retainage will be withheld from each payment following the mobilization payment. The selected Respondent shall allow enough time for the VIHFA to review and process payment requests, which can take an average of four (4) weeks.

For each home, the VIHFA shall escrow **Five Thousand Dollars (\$5,000.00)** from the final payment for the duration of the warranty period. The warranty escrow will be released upon the expiration of the warranty period or the satisfactory completion of all warranty items, whichever is later.

The Prime Contractor shall be responsible for fulfillment of all terms of contract, timing, and payments to subcontractors regardless of funding provided by the VIHFA.

13.0 RESPONDENT'S RESPONSIBILITIES:

Bidding Phase:

1. Bear all cost related to the preparation and submission of the bid package in response to this RFP solicitation.
2. Provide a proposal with a "Base Bid Sheet" with a price guaranteed for ninety (90) calendar days and provide the documentation as specified in this RFP solicitation.
3. Be a duly licensed General Construction Contractor in the United States Virgin Islands and provide proof of a valid USVI business license.
4. Pay all taxes and fees as required by the local and federal statutes.
5. Obtain, maintain and provide a copy of current General Liability Insurance for **Two Million (\$2,000,000.00)** Dollars to cover any claims and damages occasioned by executing the scope of work.
6. Design and submit preliminary drawings/building plans for each of the two (2) proposed designs, as outlined in *Scope of Work, Bidding Phase* section of this RFP.

Following the VIHFA's selection of a respondent's proposal, the Selected Respondent shall be responsible for the following:

Design Phase:

Time Period: 45 calendar Days, with Weekly Progress Meetings

1. Design and prepare a full set of DPNR permit ready construction plans for each single-family home and plot. Total of six (6) home plans to be prepared.
2. Follow all requirements and details outlined in the *Scope of Work, Design Phase* section of this RFP.
3. Coordinate and facilitate weekly progress meetings with VIHFA to provide design updates. Updates shall include a description of progress made, design work completed and allow an opportunity for VIHFA to review, comment, and request revisions to satisfy certain desires, expectations and or requirements.
4. Submit final design to VIHFA for final written approval before submittal to DPNR.
5. Upon receipt of written approval from VIHFA, submit approved plans to DPNR for review, approval and permitting.
6. Also see *Scope of Work* section of this RFP for details regarding submittal of the following: schedule of values and project schedule, etc.

7. Complete the design as required within 45 calendar days of the Notice to Proceed of being the Selected Respondent, subject to liquidated damages in the amount of \$500.00 for each day of delay.

Construction Phase:

Time Period: 730 calendar days, with Regular Progress Site Meetings

1. Obtain Builder's Risk Insurance in the amount equal to the cost of the proposed home construction for each location/building site.
2. Obtain and maintain Liability Insurance to cover any claims and damages occasioned by executing the Scope of Work.
3. Maintain a valid business license throughout the period of the contract.
4. Pay all taxes and fees as required by the local and federal statutes.
5. Furnish all labor, tools, equipment, materials, supplies and services necessary to construct the specified six (6) homes on the selected plots. Please see the Scope of Work, Construction Phase section of this RFP for additional details.
6. Secure all necessary local permits to complete the Scope of Work and maintain compliance with all permits issued for the project. The VIHFA will provide assistance, as necessary, to the contractor in obtaining permits.
7. Complete all six (6) homes within 730 calendar days of the Notice to Proceed. Complete the construction of each home within 240 calendar days from the issuance date of a Notice to Proceed. Any delays to completion of the work as described, without a written and approved contract extension shall be subject to liquidated damages in the amount of **\$500.00** for each calendar day delayed.
8. Coordinate and facilitate regular progress meetings with VIHFA to provide updates on all pertinent project matters. Updates shall include a description of progress, concerns, delays...etc. These meetings should typically take place on site and also serve as an opportunity for inspections by VIHFA on general workmanship, contract performance, payment inspections...etc.
9. Provide invoices and or pay requests in standard AIA form #G702 & G703 (every two weeks, or monthly) as the requested payment for completed work and or purchased materials properly stored and insured.
10. Provide as-built drawings of completed work, one set for each home.
11. Fully guarantee all work under the contract for a period of 730 calendar days utilizing the enclosed **Builder's Warranty** (see **Attachment 4**). One (1) Builder's Warranty form shall be provided for each home. Each home Builder's Warranty time shall commence upon the date of VIHFA's final acceptance of the work. Remedy and repair any defects in materials or workmanship, without expense to the VIHFA, no later than fifteen (15) calendar days after receipt of a written notice of a defect and provide a one-year warranty on such repairs.
12. Provide a warranty escrow for each home. The VIHFA shall escrow **Five Thousand Dollars (\$5,000.00)** from the final payment for the duration of the warranty period. The warranty escrow will be released upon the expiration of the warranty period or the satisfactory completion of all warranty items, whichever is later.

14.0 VIHFA'S RESPONSIBILITIES

1. Review and approve plans for permitting.
2. Provide assistance, as necessary, in obtaining local permits, and in dealing with governmental entities.
3. Perform periodic inspection of construction progress to ensure compliance with project drawings, specifications, expected workmanship quality, the Housing Development Guidelines and any other contract details/specifications for this project.
4. Review all invoices, process payment applications and ensure timely delivery of payments to the selected Respondent.

15.0 REQUEST FOR PROPOSAL SCHEDULE

The deadlines associated with this RFP are further outlined:

RFP SCHEDULE	DATE	TIME
RFP Issue date	March 15, 2023	
Pre-proposal Conference	March 22, 2023	1:00 PM
Site Tour	March 22, 2023	3:30 PM
Final date to submit written questions	March 29, 2023	
RFP Submittal Deadline	April 19, 2023	4:00 PM

The VIHFA reserves the right to change the RFP schedule by issuing an Addendum at any time.

16.0 ISSUING AND PROCURING OFFICE

This RFP is being issued for the VIHFA. All general correspondence and inquiries about the RFP should be submitted in writing and sent to:

Inquiries can be made by e-mail.

Email: ahillocks@vihfa.gov

Mark subject line for email "RFP 004-2023-STX"

From the issue date of this RFP until a determination is made regarding the selection of a successful Respondent, all contacts concerning this RFP must be made through the Procurement/Contract Officer. Any violation of this condition is cause for the VIHFA to reject the Respondent's package. The VIHFA will **not** be responsible for any oral information given by any employees.

Failure to ask questions, request changes or submit objections shall constitute the acceptance of all terms, conditions and requirements in this RFP. The issuance of a written addendum by the Procurement/Contract Officer is the **only** official method by which interpretation, clarification or additional information shall be given. If the VIHFA amends this RFP, the Procurement/Contract Officer will post such notices on its website, <https://www.vihfa.gov/procurement/solicitation>.

The VIHFA will **not** be held responsible if any potential Respondent does not check the website on a regular basis for any addenda that may be issued. It is the responsibility of the potential Respondents to update all contact information, as necessary, to periodically check VIHFA's

website for updates, and/or to contact the Procurement/Contract Officer to ensure the receipt of all addenda prior to the submittal of the proposal package.

After the question deadline, the Procurement/Contract Officer will post responses to the questions in the form of an Addendum. Respondents shall rely only on written statements issued through or by VIHFA's Procurement/Contract Officer.

17.0 PRE-PROPOSAL CONFERENCE and SITE TOUR

The VIHFA will conduct a virtual Pre-Proposal Conference at **1:00 p.m.** Atlantic Standard Time ("AST") on **March 22, 2023**. You may join the meeting at <https://us02web.zoom.us/j/85153653267>, **Meeting ID 851 5365 3267**.

A Site Tour is also scheduled on **March 22, 2023**, at **3:30 p.m.** AST. A VIHFA Construction Manager will meet all prospective Respondents at the project site.

It is highly recommended that prospective Respondents thoroughly review the requirements of the IFB prior to the Pre-Proposal Conference and the Site Tour. All prospective Respondents are urged to attend the Pre-Proposal Conference and Site Tour. Non-attendance on the part of a Respondent shall not relieve the prospective Respondent of any responsibility for adherence to any of the provisions of this bid package or any addenda thereto.

18.0 DELIVERY OF PROPOSAL PACKAGE

All responses to this RFP are to be submitted no later than **4:00 p.m.** AST on **April 19, 2023**. The VIHFA will **not** consider fax submission of a proposal. Proposal Package must be emailed to **procurement@vihfa.gov**.

The email subject line must be clearly marked **"ESTATE MT. PLEASANT SUBDIVISION"**. The VIHFA will not consider fax submission of a proposal or email submissions received after the deadline and submissions submitted to the wrong email address.

Failure to clearly mark each proposal package with this information may cause the VIHFA to inadvertently open the proposals before official closing date and time. The VIHFA will log all received proposals with the date and time of receipt. Proposals received after the deadline will be considered **LATE** and will **not** be opened or considered.

19.0 CONTENTS OF PROPOSAL PACKAGE

To be considered for award, the proposal package shall meet the following requirements.

EMAIL ATTACHMENT #1 - PROPOSAL

PROPOSAL FORMAT:

A. RFP Cover Letter - Complete Enclosure Document A.

1. **Commitment Statement Letter** – The Commitment Statement letter should be on the company's letterhead with contact information and must be signed by an officer of the

organization that is authorized to bind the company contractually to all of the commitments made in its submittal. The letter shall also include a statement of understanding for the work to be done. It shall state that the firm will be solely responsible for all aspects of the engagement including any portion that may be performed by its subcontractors, if any. It should make a positive commitment to perform the work required as specified to industry standards of workmanship and in a professional manner. The letter shall state that all data presented in the proposal is accurate and complete. Additionally, the firm must state they understand the discovery of any significant inaccuracy in information submitted by them shall constitute good and sufficient cause for rejection of the proposal. It should also state that the proposal package will remain in effect for a period of 90 days from the submission deadline and thereafter, until the firm withdraws it, or a contract is approved and executed, or the procurement is canceled, whichever occurs first. Respondent shall also confirm that the firm has not engaged in any unethical practices within the past ten (10) years. Certification of commitment and ability to hire local residents. A commitment to be responsible for all fees, charges or monetary obligations incurred as a result of conducting business in the Virgin Islands and to remain current with all tax obligations for the duration of the project.

The Respondent shall also certify that all information it may receive in the course of conducting its work shall be treated as confidential and proprietary. Such information and data may not be disseminated to others without the written approval of: *Executive Director, 100 Lagoon Complex, Suite 4 Frederiksted, VI 00840.*

- B. Non-Collusive Affidavit – Complete Enclosure Document B.** The form must be notarized.
- C. Debarment Certification Form – Complete Enclosure Document C.** The form must be notarized.
- D. Corporate Document Checklist Form – Complete Enclosure Document D and submit current USVI Business License.** For this section, Respondent must provide evidence that the firm is licensed to provide services in the USVI. The Business License must be relevant to the Scope of Services for this solicitation and valid.
- E. Respondent’s Qualification Statement Form – Complete Enclosure Document E.** For the Reference Section of the form, the Respondent shall provide a minimum of three (3) non-VIHFA references for whom the Respondent has performed the most recent, relevant work comparable to the scope requested in this RFP who would be willing to discuss Respondent’s competency and performance. If Respondent currently has more than three (3) non-VIHFA references, Respondent may provide a separate sheet with its client list and contact information. The VIHFA reserves the right to check references prior to award.
- F. Technical Proposal – Provide a detailed narrative focusing on its company’s key strengths and competitive advantages. The proposal shall consist of the following:**
 - A.** An EXECUTIVE SUMMARY which should contain the following:

1. Firm's name, the office's physical and mailing addresses, telephone, fax number and e-mail address.
2. Brief history and description of the firm.
 - a. List current ownership structure.
 - b. Year established and any former name(s) under which the firm conducted business, if applicable.
 - c. The number of employees in your firm.
 - i. Demonstrate that the firm has adequate staffing to fulfill the required services throughout the entire contract term.
3. Type of services provided by the firm

B. QUALIFICATION SUMMARY which should contain the following:

1. Resumes and qualification of key personnel.
Should include but not limited to education, training, technical experience, functional experience, relevant and related experience and applicable certifications.
2. The names and qualifications of sub-contractors, if any, who will be retained for this project.

C. EXPERIENCE SUMMARY which should contain the following:

1. Provide evidence of substantial experience and success in construction of single-family homes in the USVI.
 - a. The selected Respondent must have experience constructing a minimum of five (5) homes in the past ten (10) years in the USVI.
2. Provide a narrative of your experience in building single family homes in the Territory, demonstrating the respondents proven ability to successfully design, manage and execute a project such as this.

D. PLAN SUMMARY which should contain the following:

1. Preliminary drawings/building plans for each of the four (4) proposed designs:
 - a. Each Respondent shall design and submit to the Authority two (2) preliminary house plans, one for each of the two proposed designs:
one 2 bedroom - 2 bath layout,
one 3 bedroom - 2 bath layout,

Note, all the details and specifications will not be required during the "Bidding Phase," however all items typically shown in a floor plan layout shall be included. Each preliminary house plan submitted shall include the following: floor plan layout, roof plan and four (4) elevation plans.

2. A brief description of any, and all, construction projects in which the Respondent is currently involved. The summary shall include a brief project description, location, budget, percentage presently completed and proposed completion date of each project.

3. Evidence that the Respondent firm is available to perform these services and is not otherwise involved in contractual agreements with other clients which may conflict with the provision of services requested herein.

Failure to submit information or any of the specific submissions enumerated above: Submittals, may result in the evaluation team's assumption that the prospective Respondent is not be qualified in that area.

Failure to submit information or any of the specific submissions enumerated above within the required time frame shall be cause for the Authority to, at its discretion, reject the Respondents proposal.

EMAIL ATTACHMENT #2 – COST

COST FORMAT:

- G. COST - Complete Enclosure Document F.** The VIHFA reserves the right to negotiate with the Respondent on the structure of the billing. **All proposal pricing must be valid for 90 days from the submission deadline and thereafter until the company withdraws it, a contract is approved and executed, or the procurement is canceled, whichever occurs first.**

The Respondent may also provide a comprehensive cost write-up on a separate sheet regarding the proposed price to complete the Scope of Services. This will be used to establish a baseline for negotiation with selected Respondent based on the criteria of this solicitation.

Each Respondent must adhere to the requirements of this section relative to the proposal package content and format in order to simplify the review process and facilitate the maximum degree of comparison. Respondents shall ensure that the proposal package closely follows the sequence and organizational outline described in this section.

20.0 REQUIRED DOCUMENTS

The selected Respondent shall be required to submit the following documents:

- A. Formation Documents** – The selected Respondent will be required to provide a copy of their Formation Documents within ten (10) business days of receiving a notice of selection.

- **Provide a copy of Formation Documents**
Corporations (Inc., Corp, Co., Corporation)
 - Copy of Trade Name Certificate (if applicable)
 - Copy of Articles of Incorporation & By Laws
 - Copy of Certificate of Resolution
 - Copy of current Certificate of Good Standing

- Limited Liability Company (LLC)
 - Copy of Trade Name Certificate (if applicable)

- Copy of Articles of Organization
- Copy of Operating Agreement (if applicable)
- Copy of current Certificate of Good Standing

General Partnerships

- Copy of Trade Name Certificate (if applicable)
- Copy of Partnership Agreement (if applicable)
- Certificate of Good Standing (if applicable)

Limited Partnerships (L.P, LLP, LLLP)

- Copy of Trade Name Certificate (if applicable)
- Certificate of Limited Partnership or Statement of Qualification for LLP and LLLP
- Certificate of Good Standing (if applicable)

Sole Proprietorship

- Copy of Trade Name Certificate (if applicable)

B. Employer Identification Number (EIN) - The selected Respondent will be required to provide an official copy of their EIN within ten (10) business days of receiving a notice of selection. The Respondent may provide a Form W-9.

C. Insurance - The selected Respondent shall provide the VIHFA with evidence of all appropriate and applicable insurance coverage carried by the Respondent, including policy coverage periods. Respondents shall furnish the VIHFA with certificates of insurance, showing that the following insurance is in force and will ensure all operations under this RFP.

- **General Liability Insurance** – The selected Respondent will be required to obtain, maintain and provide proof that it has in place General Liability Insurance in an amount no less than **Two Million (\$2,000,000.00) Dollars** for each occurrence within ten (10) business days of receiving a notice of selection. The insurance policy shall name the VIHFA as **Certificate Holder** and an **“Additional Insured”** via an **endorsement** as follows:

Virgin Islands Housing Finance Authority
100 Lagoon Complex, Suite 4
St. Croix, U. S. Virgin Islands 00840

- **Workers' Compensation Insurance/Certificate of Government Insurance Coverage** – The selected Respondent will be required to obtain and have in place Workers' Compensation Insurance coverage at the statutory limit within ten (10) business days of receiving a notice of selection.

All insurance shall be carried with companies that are financially responsible and licensed to do business in the United States Virgin Islands. Respondents shall not permit the insurance policies required to lapse during the period for which the contract is in effect. The Respondent must maintain coverage during the life of the contract. All certificates of

insurance shall provide that no coverage may be cancelled or non-renewed by the insurance company until at least thirty day's prior written notice.

Failure to provide the required documents within the stated time period may result in the proposals being deemed non-responsive and immediately disqualified with no further consideration for potential award of the contract.

21.0 SELECTION PROCESS

The VIHFA's Evaluation Committee Panel is responsible for evaluating all Respondents' submittals. The Evaluation Committee Panel will consider the following criteria:

Documentation: Shall be evaluated based on Respondent's adherence to the purpose and scope of the project; the conditions, rules, regulations, and requirements of the Request for Proposal relative to the proposal package content and format and whether all documentation has been provided and completed in its entirety.

10 Points

Professional Qualifications: Shall be evaluated based on the credentials of the Respondent's resources such as staff and development team.

25 Points

Specialized Experience: Shall be evaluated based on the Respondent's housing construction experience in the Virgin Islands especially in affordable housing.

30 Points

Plan Shall be evaluated based on the Respondent's proposed plan and design of the unit as it relates to space and functionality, as well as compatibility with the architectural character of the neighborhood.

20 Points

Cost: Shall be evaluated based on the reasonableness of Respondent's cost of the services.

15 Points

21.1 PRESENTATION

Respondents may be invited to make an oral presentation of their proposal before the Evaluation Committee Panel. The time and location of the presentations will be communicated to the Respondent via written correspondence from the VIHFA. The oral presentation/demonstration will provide an opportunity for the Respondent to clarify or elaborate on the proposal, supply additional information, and respond to questions posed by the Evaluation Committee Panel but shall in no way materially change the Respondent's original submission.

After the Proposals have been evaluated, the Respondent with the highest evaluation score/highest ranked firm will be selected.

22.0 CONTRACT NEGOTIATIONS

The VIHFA shall negotiate with the most qualified Respondent, as determined by an Evaluation Committee Panel of the responses and, if applicable, conduct interviews. If VIHFA is unable to reach an agreement with any of the highest ranked firm(s), it may negotiate with the next highest ranked firm(s), proceeding in turn to each firm that VIHFA has determined to be qualified, in order of rank. If agreement cannot be reached with any qualified firm, VIHFA reserves the right to cancel the solicitation.

23.0 TERMS AND CONDITIONS

This RFP is a request for the submission of proposals but is not itself an offer and shall under no circumstances be construed as an offer.

VIHFA reserves the right to reject, without prejudice, any and all proposals submitted in response to this solicitation.

VIHFA reserves the right to modify or withdraw this request at any time.

VIHFA reserves the right to reject any or all companies, or to terminate the RFP process at any time, if deemed to be in its best interest.

VIHFA reserves the right not to award a contract pursuant to the RFP.

Further, proposals submitted in response to this solicitation become the property of the VIHFA and the VIHFA may use any idea or concept in a submitted proposal, regardless of whether that proposal is selected for award.

Enclosures

- | | |
|--------------------------------|--|
| 1. Enclosure Document A | RFP Cover Letter |
| 2. Enclosure Document B | Non-Collusive Affidavit |
| 3. Enclosure Document C | Debarment Certification Form |
| 4. Enclosure Document D | Corporate Document Checklist Form |
| 5. Enclosure Document E | Respondent's Qualification Statement Form |
| 6. Enclosure Document F | Proposal Cost Sheet |

Attachments

- | | |
|------------------------|--|
| 1. Attachment 1 | Mt. Pleasant Subdivision Map |
| 2. Attachment 2 | VIHFA Affordable Housing Guidelines |
| 3. Attachment 3 | Mt. Pleasant Sewer As Built |
| 4. Attachment 4 | Builder's Warranty |

ENCLOSURE DOCUMENT A
VIRGIN ISLANDS HOUSING FINANCE AUTHORITY
RFP COVER LETTER

RESPONDENT:

Name: _____

Address: _____

Tax Identification #: _____

RESPONDENT'S PRIMARY CONTACT PERSON:

Name: _____

Title: _____

Telephone: _____

Email Address: _____

SCHEDULE OF ADDENDA:

(I) or (We) acknowledge receipt of the Addenda to the RFP Package hereinafter named, for the project(s) included in this RFP and declare that (I) or (We) accept these Addenda and that every change is included in this proposal.

Addendum Number _____

Issue Date _____

Addendum Number _____

Issue Date _____

Addendum Number _____

Issue Date _____

Addendum Number _____

Issue Date _____

RESPONDENT'S AUTHORIZED REPRESENTATIVE:

Name: _____

Title: _____

Signature: _____

Date: _____

ENCLOSURE DOCUMENT B
VIRGIN ISLANDS HOUSING FINANCE AUTHORITY
NON-COLLUSIVE AFFIDAVIT

_____, being first duly sworn, deposes and says:

- (1) That he/she is _____ (a partner or officer of the firm of, etc.) the party making the foregoing proposal/bid or proposal/bid cost; and
- (2) That such proposal/bid or proposal/bid cost is genuine and neither collusive nor a sham; and
- (3) That said Respondent (a) has not colluded, conspired, connived or agreed, directly or indirectly, with any Respondent or person to put in a sham proposal/bid or to refrain from bidding and (b) has not in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any person to fix (i) the proposal/bid cost of the affinity or that of any other Respondent or (ii) any overhead, profit or cost element of said cost proposal/bid or that of any other Respondent, to secure any advantage over the Virgin Islands Housing Finance Authority or any person interested in the proposed contract; and
- (4) That all statement in said proposal/bid or cost proposal/bid are true.

Signature of Respondent (Authorized Representative)

SUBSCRIBED AND SWORN TO before me
this _____ day of _____, 2023.

Notary Public
My commission expires: _____

ENCLOSURE DOCUMENT C
VIRGIN ISLANDS HOUSING FINANCE AUTHORITY
DEBARMENT CERTIFICATION FORM

Certification Regarding Debarment, Suspension and Ineligibility

- (1) The Respondent certifies, by submission of this solicitation, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal or local programs in the Territory or any Federal department or agency.
- (2) Signing this Certification without disclosing all pertinent information about a debarment or suspension shall result in rejection of the offer or cancellation of a contract. The VIHFA may also exercise any other remedy available by law.
- (3) Where the Respondent is unable to certify to any of the statements in this certification, such Respondent shall attach an explanation to this solicitation.

Name and Title of Authorized Representative:

Printed Name

Signature

Date

SUBSCRIBED AND SWORN TO before me
this _____ day of _____, 2023.

Notary Public

My commission expires: _____

ENCLOSURE DOCUMENT D
VIRGIN ISLANDS HOUSING FINANCE AUTHORITY
CORPORATE DOCUMENT CHECKLIST

Name of Respondent: _____

Contact Person: _____

Telephone Number: Office _____ Mobile _____

Email Address: _____

1. ____ Respondent Formation Documents

____ **Corporation**

- ____ Copy of Trade Name Certificate (if applicable)
- ____ Copy of Articles of Incorporation & By Laws
- ____ Copy of Certificate of Resolution
- ____ Certificate of Good Standing

____ **LLC**

- ____ Copy of Trade Name Certificate (if applicable)
- ____ Copy of Articles of Organization
- ____ Copy of Operating Agreement (if applicable)
- ____ Certificate of Good Standing

____ **General Partnership**

- ____ Copy of Trade Name Certificate (if applicable)
- ____ Copy of Partnership Agreement (if applicable)
- ____ Certificate of Good Standing

____ **L.P, LLP, LLLP**

- ____ Copy of Trade Name Certificate (if applicable)
- ____ Certificate of Limited Partnership or Statement of Qualification
- (for LLP and LLLP)** ____ Current Certificate of Good Standing

____ **Sole Proprietorship**

- ____ Copy of Trade Name Certificate (if applicable)

2. ____ Current USVI business license Expiration date: ____/____/20____
Type of business license: _____

3. ____ Employer Identification Number (EIN): _____

4. ____ Insurance ____ *Certificate of General Liability & Endorsement* Expiration date: ____/____/20____
 ____ Proof of Automobile Insurance Expiration date: ____/____/20____
 ____ Certificate Professional Liability Expiration date: ____/____/20____

5. ____ Workers Compensation Insurance Expiration date: ____/____/20____

ENCLOSURE DOCUMENT E
VIRGIN ISLANDS HOUSING FINANCE AUTHORITY
RESPONDENT'S QUALIFICATION STATEMENT

Name of License Holder: _____
Name of Company/DBA (if any): _____
Legal Status: (check one) ☐Corporation ☐LLC ☐Sole Proprietorship ☐Partnership
Business Location (office): _____
Mailing Address: _____
Telephone Number: _____ Fax Number: _____ Email: _____
Website address (if any): _____

Is the firm currently licensed to do business in the USVI? ☐Yes ☐No

Type of License(s): _____

Number of Years licensed to conduct business in the USVI _____

Will subcontractors be used to perform any portion of the work? ☐ Yes ☐ No If yes, please list the name(s) of the proposed subcontractor(s): _____

Have you ever failed to complete a project, been fired or sued by one of your clients, and/or found in default of contract terms? ☐Yes ☐No If yes, please explain on another sheet the circumstances, what means were used to resolve the issue, and the outcome.

Are there or have there been, any Claims, Arbitration, Judgments or Liens against you? ☐Yes ☐No
If yes, explain on another sheet, the circumstances and outcome.

List three non-VIHFA references that can be contacted for their input concerning your abilities:

- 1) Client Name _____ Contact Number _____
- 2) Client Name _____ Contact Number _____
- 3) Client Name _____ Contact Number _____

List your current projects under contract (Project Title or Clients Name), Value (Contract Value) and Percentage of Completion:

- | | | |
|----------------------|-------------|--------------|
| 1) Client Name _____ | Value _____ | Percentage__ |
| 2) Client Name _____ | Value_____ | Percentage__ |
| 3) Client Name _____ | Value_____ | Percentage__ |

(If you have more contracts, please list on separate sheet)

ENCLOSURE DOCUMENT E
VIRGIN ISLANDS HOUSING FINANCE AUTHORITY
RESPONDENT'S QUALIFICATION STATEMENT cont...

List a minimum of five (5) homes completed in the last ten (10) years (provide the client's name and address location of constructed home). Providing a photo of each home upon completion would also be helpful.

1) Client Name _____ Home Address _____

2) Client Name _____ Home Address _____

3) Client Name _____ Home Address _____

4) Client Name _____ Home Address _____

5) Client Name _____ Home Address _____

Respondent shall certify that the above information is true and shall grant permission to the VIHFA to contact the above-named person or otherwise verify the information provided.

Name and Title of Authorized Representative: _____

Signature: _____

ENCLOSURE DOCUMENT F
VIRGIN ISLANDS HOUSING FINANCE AUTHORITY
PROPOSAL COST SHEET

The undersigned Respondent proposes to furnish all labor and incur any other costs as may be required to perform the scopes of services, subject to all the conditions as set forth in the RFP.

ITEM	SITES	PRICE
1.	Plot No. 6 Estate Mt. Pleasant	
2.	Plot No. 11 Estate Mt. Pleasant	
3.	Plot No. 13 Estate Mt. Pleasant	
4.	Plot No. 19 Estate Mt. Pleasant	
5.	Plot No. 33 Estate Mt. Pleasant	
6.	Plot No. 37 Estate Mt. Pleasant	

PLEASE TYPE OR PRINT THEN SIGN WHERE INDICATED BELOW

NAME: _____

TITLE: _____

COMPANY: _____

SIGNATURE: _____

Submission of a proposal indicates acceptance by the Respondent of the conditions contained in this scope of services.



**VIRGIN ISLANDS
HOUSING FINANCE AUTHORITY**

100 Lagoon Complex · Suite 4
St. Croix · U. S. Virgin Islands · 00840
Telephone (340) 772-4432 · Fax (340) 772-4002
www.vihfa.gov

Afisha M. Hillocks
Procurement/Contract Officer
ahillocks@vihfa.gov
(340) 772-4432 ext. 3233
<https://www.vihfa.gov/procurement/solicitation>

 *Unlocking the Door to Affordable Housing*